

RESOLUTION NO. 3048

RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT WITH THE
BEND POLICE ASSOCIATION AND AUTHORIZING CITY MANAGER SIGNATURE

Findings

A. Representatives of the City of Bend and Bend Police Association have met in good faith and negotiated a collective bargaining agreement, effective July 1, 2016, through June 30, 2019.

B. The wage agreement provides for compensation adjustments and other changes from the existing Collective Bargaining Agreement with Bend Police Association.

BASED ON THESE FINDINGS, THE CITY OF BEND RESOLVES AS FOLLOWS:

Section 1: The Collective Bargaining Agreement with Bend Police Association in the form of the attached Exhibit A is approved.

Section 2: The City Manager is authorized to execute the Collective Bargaining Agreement approved in Section 1.

Section 3: This resolution is effective immediately upon passage.

Adoption by roll call vote on October 5, 2016.

YES: Jim Clinton, Mayor
Victor Chudowsky
Doug Knight
Sally Russell
Nathan Boddie
Casey Roats
Barb Campbell

NO: NONE



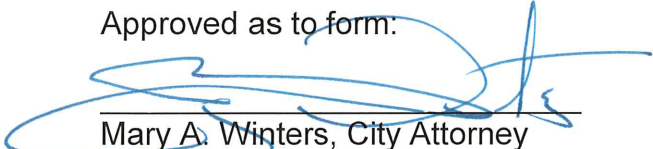
Jim Clinton, Mayor

Attest:



Robyn Christie, City Recorder

Approved as to form:



Mary A. Winters, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF BEND

AND

THE BEND POLICE ASSOCIATION

2016-2019

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AGREEMENT

THIS AGREEMENT is entered into between the City of Bend, Oregon, hereinafter referred to as the "City", and the Bend Police Association, hereinafter referred to as the "Association".

The mailing address of the City shall be "City of Bend, P.O. Box 431, Bend, OR 97709-0431." The mailing address of the Association shall be "Bend Police Association, 555 NE 15th Street, Bend, OR 97701."

The purpose of this Agreement is to set forth the full agreement between the parties on matters relating to employment relations, the promotion of harmonious relations, the establishment of a peaceful procedure for resolution of differences, and the establishment of rates of pay, hours of work and other specified working conditions.

Section One. Recognition:

A. The City recognizes the Association as the sole and exclusive bargaining agent for all employees in the following classifications with respect to wages, hours, and other conditions of employment:

1. Community Service Officer
2. Records Specialist
3. Police Officer
4. Police Corporal
5. Police Sergeant
6. Police Aide
7. Communications System Specialist
8. Receptionist
9. Crimes Analyst
11. Administrative Specialist (Police Association)
12. Police Community Liaison
13. Police Records Lead
14. Property and Evidence Control Specialist
15. Property and Evidence Control Specialist Lead
16. Public Safety Systems Technician Specialist
17. Public Safety Systems Administrator
18. Regular part time Police Department employees in the positions listed above who have worked for the department for at least six (6) consecutive months and who work an average of at least 20 hours per week, excluding confidential, temporary, and supervisory employees. Benefits and accruals for part-time employees budgeted at 50% will be prorated at 50% and part-time employee at 75% will be prorated at 75% this class of Association members shall be pro-rated at 50% of the benefit and accrual level provided to regular full-time employees, with the exception of holidays (see section 18.3). Temporary employees are defined by City Handbook 3.3.

B. The City may combine existing job classifications or create new job classifications and wage rates therefore. If the Association objects to the wage rates, the City agrees to negotiate with the Association regarding the wage rate and, if necessary, the reasonableness of the rate shall be submitted to the appropriate impasse procedure, consistent with ORS 243.698. The City will not be precluded from hiring the position at the posted wage, however, the City recognizes the obligation to bargain and honor any interest arbitration decision.

Nothing contained herein shall be construed to limit the City's ability to create or combine job classifications.

C. In accordance with past practice, the City may utilize volunteers, including Police Reserve Officers, to provide public service, provided such work does not diminish work currently or regularly performed by the bargaining unit.

Section Two. Check-Off/Payroll Deductions:

A. The City, when so authorized and directed in writing by an employee member of the Association on the authorization form provided by the City, will deduct Association dues and insurance premiums from the wages of such employee.

B. Any authorization for payroll deductions may be cancelled by an employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the first day of the following month.

C. The City will not be held liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practicable.

D. Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming a regular employee shall have deducted from his pay by the City, as a condition of employment, a monthly service fee in lieu of dues in an amount certified to the City by the Association. This service fee shall be used on a pro-rata basis solely to defray the cost of its services rendered in negotiating and administering this Agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

E. Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require the employee to inform the City and the Association of his objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.

F. The Association agrees to indemnify and hold harmless the City from any claims arising out of the provisions of Subsections A through E.

Section Three. Employee Rights

A. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of his exercise of these rights.

B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, gender, religion, national origin, union affiliation, disability, family status, sexual orientation, gender identity, political affiliation, or other protected status in accordance with applicable laws. Nothing in this section shall prohibit the City from establishing bona-fide occupational criteria. Each party shall share within the limits of their responsibility the application of this provision of the Agreement.

C. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section Four. Management Rights

The City shall retain the exclusive right to exercise the customary rights and functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights (and functions) not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

Section Five. City Security

The Association agrees its membership will not participate in a strike, work stoppage, slowdown or other concerted interruption of the City services.

Section Six. Association Business:

The Association agrees that members of the Association selected to serve, as official representatives will be currently certified in writing to the Human Resources Manager. Association Representatives shall be granted time off with pay to perform their duties as long as, in the judgment of the Chief or his designee, the requests are reasonable and do not unduly disrupt the operations of the City.

This section does not apply to contract renewal negotiation meetings (see Section Seven).

Section Seven. Association Bargaining Team.

The Association's negotiation team shall be permitted to attend negotiation meetings with the City without loss of pay relative to securing contract renewal. Not more than four (4) members of the negotiation team may be on duty while participating in negotiation meetings and no more than two (2) on-duty Association participants may be from any single division. The dates, times, and places for these negotiating sessions shall be established by mutual agreement between the parties. On duty time for bargaining sessions will not result in payment of overtime to bargaining team members for any hours in the pay period. Officers may need to adjust their normal schedules to avoid overtime. The overtime limitation does not apply to emergency call outs or other duty related overtime.

Section Eight. Special Conferences

Special conferences for important matters may be arranged between the Association President and the City upon mutual agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Two (2) official Association members shall be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during on-duty hours of the members so attending.

Section Nine. Personnel Manual/Agreement

The City agrees to furnish each employee of the bargaining unit with an electronic copy of the City Employee Handbook and an electronic copy of this Agreement. The cost of printing and assembling copies of this Agreement will be borne by the Association. New employees shall be provided with electronic copies at the time of their appointment. The City will furnish the Association with electronic copies of all directives from within the Police Department pertaining to wages, hours and conditions of employment.

Section Ten. Bulletin Board

The City agrees to maintain a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board. Such posting shall promote good relations between the parties.

Section Eleven. Outside Employment:

A. Employees wishing to engage in off-duty employment with another employer must obtain approval from the Police Chief. The Chief will not unreasonably deny off duty employment requests. The Chief may revoke approval if determined by the Chief that the off-duty employment is adversely affecting the employee's work performance or the work is in conflict with Department or law enforcement purposes. Prior to revoking approval, the employee will be given an opportunity to be heard by the Chief.

B. An employee who effects an off duty arrest pursuant to department policy shall be subject to the chain of command, protected by the City's worker's compensation insurance as applicable and compensated through the City at the employee's regular rate of pay. Compensable hours under this section are not subject to the callback minimums referred to in Section 16(C).

Section Twelve. Seniority:

A. "Seniority", as used in this Agreement, is determined by the length of an employee's continuous service within a classification with the Department since his/her last day of hire. If a tie exists, it will be broken by the employee's final ranking in the City's hiring process for the position, if another tie exists, by a coin toss.

B. The City will provide the Association with a copy of the Seniority list on July 1 of each year.

C. An employee shall lose all seniority in the event of voluntary quitting or discharge. However, where a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost.

Section Thirteen. Working Out of Classification:

An employee who is assigned to fulfill the duties and responsibilities of a position in a higher classification for a continuous period of more than one work week, shall be paid at the next higher rate of pay for all time worked in such higher classification.

Section Fourteen. Hours of Work:

- A. A normal work-day is defined as a 24-hour period commencing with the employee's scheduled shift day.
- B. The parties agree to the schedules listed in 14(C), in the event the City elects to change from the existing work schedule for the patrol teams on the whole, the City will provide at least 45 days' notice of said change to the employees covered by this agreement and the Association. For all other staff, notice will be 14 days.
- C. A normal work day for employees may consist of:

1. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), inclusive of paid thirty (30) minute meal break.
2. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), exclusive of a sixty (60) minute unpaid meal break.
3. Ten (10) hours per day on the basis of a four-day workweek (4-10 Plan), inclusive of a thirty (30) minute paid meal break.
4. Employees may be assigned a schedule that alternates a 5/8 schedule in one work week and a 4/10 schedule in another work week..
5. The "Fremont" schedule which consists of four eleven-point-two-five (11.25) hour shifts on followed by four days off with a six hour make-up day every quarter (four per year). Make up days are part of the regular schedule and not considered overtime hours under the contract. Employees on this schedule are on a (sixteen) 16 day work period under the FLSA 7K exemption.

For all schedules with paid meal breaks, employees are considered on duty and available for calls.

6. Community Service Officers may be assigned a work schedule consisting of a work week starting on Sundays at noon and ending on the following Sunday at 11:59 consisting of three consecutive twelve-hour days and one 4 hour day followed by another work week with a 4 hour day and three consecutive twelve-hour days. Work shifts are inclusive of a thirty (30) minute paid meal break. Overtime will be paid for all hours worked over 40 hours in a work week or for hours in excess of scheduled hours in a day.

D. A normal work week shall consist of a seven- day calendar period commencing 0001 hours Sunday and ending 2359 hours the following Saturday, unless otherwise stated in Section C.

E. Any member of the Association, upon approval of the Chief of Police, may work a schedule, which differs from the normal work day or work week as defined in this article. Any schedule instituted under this section shall be in writing, and the employee and the Chief of Police or his designee must execute an agreement. Said agreement shall contain a description of the schedule and the length of time the employee shall be required to work the agreed upon schedule. The employee may terminate the agreed upon work schedule by notifying the Chief of Police in writing of his intention to terminate. Such notice shall be submitted at least three (3) weeks in advance of the requested termination date. The Chief of Police or his designee may terminate any work schedule or remove any employee from a work schedule as long as such termination is consistent with the provisions of this contract. The parties agree that use of alternative schedules under this section does not set precedent for agreement to future schedules.

Section Fifteen. Shift Changes:

An employee will be given adequate advance notice of any changes in his regular shift hours of work, except where an emergency exists. Notice will be given not less than two weeks

prior to the employee's change of work shift. This notice also applies to assignments and temporary changes in individual schedules or shift for the purposes of training and operational need.

Section Sixteen. Overtime:

- A. As used in this agreement, overtime shall mean that time an employee is authorized and directed to work in excess of the number of regular hours scheduled for their shift in one day (*daily overtime*) as provided in Section 14(c) or on any day in addition to a normally scheduled work week.
- B. Overtime shall be computed to the nearest 15 minutes.
- C. Authorized call overtime shall be a minimum of three (3) hours, except that a minimum of four (4) hours shall be paid for court call back overtime. Multiple call back incidents within any three or four hour time period are compensable as a single call back event. At the conclusion of the court appearance, or specific duty for which an officer is called back, he shall go on off-duty status. An employee shall not be considered called back to duty if the court appearance is within two (2) hours of the start of an employee's regularly scheduled shift or within one hour of the end of a regularly scheduled shift. Such an employee shall be compensated in accordance with standard overtime procedures. Employees attending court matters for a previous employer are not considered on duty; however they will be compensated straight time for court matters and no overtime will be paid.
- D. Overtime shall be paid at the rate of time and one-half the regular rate of pay.
- E. All witness fees, mileage allowance and related remuneration paid for appearance in court proceedings resulting from employment with the Bend Police Department, shall be turned over to the City.

Section Seventeen. Compensatory Time:

- A. Subject to the work requirements of the department, the Police Chief or designee may allow compensatory time off in lieu of overtime payment. Compensatory time shall be computed pursuant to Section 16(d).
- B. For all members, the maximum number of hours of compensatory time that may be accrued shall be 90 hours. The City shall contribute the equivalent value of all additional compensatory time hours in excess of the 90 hour maximum into the employee's VEBA account on a monthly basis.
- C. Upon termination, retirement or death, the employee or heirs shall receive cash compensation for accrued compensatory time at the employee's rate of pay. To take accrued

compensatory time, the employee shall first make a request on forms provided by the City and submit said request to the Police Chief or his designee.

D. An employee who is on compensatory leave and must appear in court to testify, shall have the hours of compensatory leave reinstated on an hour-for-hour basis for all hours worked testifying. In cases in which the leave has been authorized prior to receipt of the notice to appear, time worked for all hours worked testifying shall be compensated at the rate of time and one half the employee's regular rate of pay.

Section Eighteen. Holidays:

A. An employee who works on a holiday or whose scheduled day off falls on a holiday shall be compensated at the rate of time and one-half. Compensatory time may be granted in lieu of payment subject to the provisions of Section Seventeen.

B. Should an employee be on authorized leave when a holiday occurs, that holiday shall not be charged against his leave.

C. The following days shall be recognized and observed as guaranteed paid holidays:

NEW YEARS DAY
MARTIN LUTHER KING DAY
PRESIDENTS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERANS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS
ONE FLOATING HOLIDAY
FOUR (4) hours of "EVE" leave to be used on either Christmas or New Year's
Eve

D. Subsections A. through C. shall not apply to the following positions and work schedules. In lieu of holidays above, employees will receive a monthly contribution, identified below, taken as pay. At the employee's option, the employee may instead accrue up to 11.25 hours of time per month applied to the employee's compensatory time bank and receive pay for the difference. The maximum accrual limit shall be pursuant to Section 17(b) of the CBA. Employees must choose twice a year, at the first of each fiscal year and at the calendar year, whether to accrue compensatory time or take all as pay.

1. Sworn law enforcement officers, on the 11.25 schedule (Article 14(C)(5):

Effective the month following execution of this agreement: In lieu of designated paid holidays, officers will receive 17.5 hours of paid straight time hours applied to their compensatory time bank per month.

Effective July 1, 2017, officers will receive 15.5 hours of paid straight time hours applied to their compensatory time bank per month.

Effective July 1, 2018, officers will receive 13.5 hours of paid straight time hours applied to their compensatory time bank per month.

2. Community Service Officers. In lieu of designated paid holidays, Community Service Officers shall receive 11 hours of paid straight time hours applied to a holiday bank per month.

Section Nineteen. Vacations:

A. Permanent employees having served continuously in the City Service for twelve (12) full calendar months shall be credited with eighty (80) hours vacation leave. Thereafter, vacation leave shall be credited monthly at the following rates:

<u>Months of Service</u>	<u>Vacation/Mo. 40 hour schedule</u>	<u>Vacation/Mo. 11.25 hour schedule</u>
12-48	8 hours	10 hours
49-108	10 hours	12 hours
109-180	12 hours	14 hours
181-240	14.33 hours	16.33 hours
241-300	16 hours	18 hours
301+	17 hours	19 hours

- *Note: All non-police officer positions earn at the 40 hour schedule rate above.*

B. "Continuous Service" is defined as that service unbroken by separation from the City Service, except that time spent by military, Peace Corps, eligible FMLA/OFLA leave, vacation or paid sick leave. Time spent on other types of authorized leave will not count as time for continuous service, except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

C. Employees shall be responsible for planning, initiating requests for and using vacation credit. In case of conflicts between employees concerning the scheduling of vacations, the employee with the longest period of service with the City shall be given first consideration. Once a vacation has been scheduled, it will not be changed absent an emergency, as defined in Webster's Dictionary.

D. The City agrees that Lieutenants will not compete with Association members for vacation slots. Lieutenants will not be part of the rotation.

E: Upon termination of a permanent employee in the event of his or her death, a lump sum payment shall be paid for all earned but unused vacation credits.

F: Accumulation of vacation credit is to be discouraged. Subject to the operating requirements of the Department, employee's accrual limit cannot exceed four hundred (400) hours of accrual. Any accrued vacation in excess of this amount will be forfeited on a pay-period basis. Upon separation, a maximum of two hundred forty (240) hours of vacation will be converted to pay; any amount in excess of two hundred forty (240) hours will be forfeited.

G. Vacation leave shall not be earned during the time an employee is on leave without pay (LWOP) for more than one calendar month or if employee qualifies for long-term disability.

H. An employee who is on vacation leave and must appear in court to testify shall have the hours of vacation leave reinstated on an hour-for-hour basis for all hours worked testifying. In cases in which the leave has been authorized prior to receipt of the notice to appear, time worked for all hours worked testifying shall be compensated at the rate of time and one half the employee's regular rate of pay.

Section Twenty. Sick Leave:

A. Employees shall accumulate sick leave at the rate of eight hours for each full month of service. Sick leave may be accumulated to a maximum of two thousand (2000) hours. Eligibility for the sick leave benefit is established upon hire. Part time employees will earn sick leave based on budgeted FTE at no less than the minimum rate of 1.33 hours for every 40 hours worked consistent with payroll practices.

B. When an employee must be away from the job because of a serious illness in the immediate family, such time off may be granted by the Police Chief. Unless otherwise required by law, leaves for illness or injury of the employee and/or immediate family member shall be used in the following sequence:

- i. Sick leave until it is exhausted;
- ii. Vacation leave, saved holiday, or compensatory time, sequences at the employee's option, until they are exhausted;
- iii. Leave without pay.

C. Sick leave will be allowed ~~only~~ when an employee is unable to work because of illness, on the job injury to supplement worker's compensation as provided in Section 22, off-the-job injuries or purposes relating to pregnancy and childbirth, FMLA, OFLA or other applicable statutes. Verification of illness by a doctor's certificate may be requested by the City after three consecutive days consistent with applicable law or under reasonable belief of abuse.

D. Unused sick leave shall not be compensated directly upon termination or death, but the City will convert unused sick leave to retirement benefits pursuant to ORS 238.350.

E. For the purpose of this Section, immediate family is defined as provided by OFLA. (OAR 839-009-0210(7)).

F. Any such sick leave shall be for no longer period than the employee has sick leave credit. Additional sick leave shall not accrue during the time an employee is off work while on leave without pay for more than one month or if eligible to receive long term disability insurance benefits.

G. Employees who must appear in court to testify shall have the hours of sick leave reinstated on an hour-for-hour basis for all hours worked testifying.

Section Twenty-One. Long Term Disability Insurance:

A. During the life of this Agreement, the City will provide a long-term disability benefit to insure a sixty-six and two-thirds percent (66-2/3%) of the current base salary for an employee who works at least thirty (30) hours a week. Eligibility and benefits are subject to carrier's plan designation.

B. The disability insurance will provide salary protection when ninety (90) days have elapsed from the time of the disabling injury or illness.

C. If an employee becomes disabled for the direct result of an on-the-job injury, the employee shall not be separated until two (2) years have elapsed since the onset of the disability. If an employee becomes disabled from the direct result of an off-the-job injury, the employee shall not be separated until one (1) year has elapsed since the onset of the disability.

D. After ninety (90) days, disabled employees will be on leave from the City without pay unless using accrued leave, not including employees on an accepted worker's compensation claim. Subject to carrier rules, health insurance coverage ends when employee is no longer on paid status, unless employee elects COBRA coverage at their own expense.

E. Sick leave shall not be used if an employee is eligible to claim long-term disability benefits.

Section Twenty-Two. On-the-Job Injury/Illness Insurance:

The City shall provide worker's compensation insurance during the life of this contract. Employees who sustain an on-the-job injury or illness and who are unable to perform their normal duties may be eligible for Workers Compensation subject to carrier rules.

Workers Compensation: When an injury occurs in the course of employment, the City's obligation to provide compensation under this section is limited to the difference between any disability payment or time loss payment received under Workers' Compensation laws and the employee's regular net pay. For the purposes of this Article, "regular net pay" is the base monthly salary for the regular work schedule of the employee in the classification found in the

wage schedule, including incentives Intermediate and Advanced DPSST, less applicable deductions such as taxes, PERS, health insurance contributions, and other mandatory deductions. Regular net pay is for regularly scheduled hours and does not include overtime hours or other on duty incentives.

For the period of up to 120 days from the date of injury, the City will pay the difference in worker's compensation payments and employee's regular net pay. After 120 days, the employee may elect to use paid leaves to supplement Worker's Compensation payments up to the employee's net pay. Paid leaves will be used in the order of sick leave, holiday/personal leave, vacation, and compensatory time until such time the employee discontinues use of paid leaves or until such leaves are exhausted.

When an employee is receiving worker's compensation benefits on an accepted claim, the City will continue to contribute to medical and dental insurance subject to the City's health insurance carrier's eligibility rules. Employee is responsible to pay their employee insurance premium contribution. Employer contributions will end either when employee has exhausted all paid leaves or after the use of FMLA/OFLA leave, the later in time. Thereafter, employee may be eligible for COBRA/USERRA participation at their own expense.

Modified Duty: Employees may be offered modified or light duty assignments subject to medical release.

Section Twenty-Three. Leave of Absence with Pay:

Employees may request leave of absence with pay. Each request will be considered and judged on its own merits and the following guidelines used by the Police Chief with the concurrence of the City Manager:

A. Compassionate Leave. In the event of a death in the immediate family, an employee shall be granted a leave of absence not to exceed one (1) work week with pay. For the purpose of this Article, immediate family is defined to include spouse, registered domestic partner, parents, children, children of the registered domestic partner, siblings, grandparents, grandchildren, in-laws of such relationships, parents of the registered domestic partner, other close relatives who reside in the employee's household, and other persons with whom the Human Resources Director reasonably determines that the employee has a significant personal relationship. Leave provided in this section is concurrent to any leaves provided under OFLA.

B. Funeral Participation. When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony, he will be granted a leave of absence with pay up to four (4) hours. Leave provided in this section is concurrent to any leaves provided under OFLA.

C. Jury Duty. When a City employee is called for jury, he or she will not suffer any loss of compensation. All monies received for jury duty will be surrendered to the City. Employees will report for work when less than a normal work day is required by such duty.

D. Witness Leave. A leave of absence with pay shall be granted for a for a court appearance as a witness in response to a subpoena compelling the employee's attendance in direct connection with the employee's officially assigned duties.

Section Twenty-Four. Leave of Absence Without Pay

A. In instances where the temporary absence of an employee would not create an undue burden on the operations of the employee's work assignment and department, the department head, subject to the approval of the City Manager, may grant a leave of absence without pay not to exceed ninety (90) calendar days.

B. Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the City Manager.

C. Request for a leave of absence must be in writing and must establish reasonable justification for approval of the request.

Section Twenty-Five. Parental Leave

Parental and Family medical leave will be granted consistent with State and Federal laws as well as the City's policy contained in the Employee Handbook.

Section Twenty-Six. Military Leave

Military, alternative service and Peace Corps leave shall be granted in accordance with State and Federal Laws as well as the City's policy contained in the Employee Handbook.

Section Twenty-Seven. Salaries

A. Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix A. attached hereto and incorporated herein.

Salary Schedule Adjustments:

Effective and retroactive to July 1, 2016, and specifically for Patrol Officers, Corporals and Sergeants on the 11.25 schedule, the salary schedule will reflect a monthly salary using the current hourly rate listed on the July 1, 2015 salary schedule. (Hourly rate listed x 2080 hours)/12 = new monthly wage. *(historical note: The salary scale has a monthly salary based on 2080 hours, but also has an inflated hourly rate based on 2053 hours in lieu of 2080. The City offers to use the inflated hourly rate to create a new yearly salary in order to have a corrected hourly rate based on 2080 hours per year. This is effectively a 1.3% increase in pay)*

Effective upon execution of this agreement and specifically for the assignments of Officers Special Assignment and Detectives, (Section 27(H)), the monthly salary will be increased by 1.3%.

Cost of Living Increases:

Effective and retroactive to July 1, 2016 and after the above salary schedule adjustments, step 1 for each classification of the monthly salary scale will be increased by 2.5% at step 1. Remaining steps will be adjusted with 5% apart between steps.

Effective the month following execution, and specifically for Patrol Officers, Corporals and Sergeants on the 11.25 schedule, the salary scale will be increased by an additional 1% (*1% accounts for a reduction in holiday bank hours in Article 18*).

Effective July 1, 2017, step 1 for each classification of the monthly salary scale will be increased by 2.5% at step 1. Remaining steps will be adjusted with 5% apart between steps.

Specifically for Patrol Officers, Corporals and Sergeants on the 11.25 schedule, the salary scale will be increased by an additional 1% (*1% accounts for a reduction in holiday bank hours in Article 18*).

Effective July 1, 2018, step 1 for each classification of the monthly salary scale will be increased by 2.75% at step 1. Remaining steps will be adjusted with 5% apart between steps.

Specifically for Patrol Officers, Corporals and Sergeants on the 11.25 schedule, the salary scale will be increased by an additional 1% (*historical note: 1% accounts for a reduction in holiday bank hours in Article 18*).

B. Each employee shall be paid at one of the steps in the range prescribed for his classification.

C. Normally an employee will be appointed at the first step of the range prescribed for his classification.

D. A new employee starting at the first step is eligible for consideration for advancement to the second step of the salary range of his classification at the beginning of the next pay period following completion of six months of service. An employee in the second step of the salary range is eligible for consideration for advancement to the third step of his classification at the beginning of the next pay period following twelve (12) months of continuous service in Step 2. An employee will thereafter be eligible for consideration for advancement each successive twelve (12) month period until the 5th Step of the salary range is obtained.

E. When an employee is promoted to a position in a higher salary range, he/she will receive a salary increase equal to at least one pay increment in the salary schedule not to exceed

the salary step immediately below the maximum for the salary range, at the discretion of the Department Head. Upon promotion, an employee will be eligible for a merit increase following six months of continuous service in the new classification. Thereafter, consideration for merit increases will follow each twelve (12) months of service until he reaches the maximum for that classification.

F. Officers assigned to the CERT Team will receive an additional five percent (5%) premium pay for actual CERT call outs for actual hours worked for tactical duty. The premium is applied to base pay.

G. Field Training Officer (FTO): Officers assigned in writing to act in the capacity of Field Training Officer will receive an additional five percent (5%) premium pay for actual hours worked as FTO. The premium is applied to base pay. Employees in position of Corporal are not eligible for this premium; the duties of the position of Corporal are inclusive of FTO training.

H. Officers assigned to "Officer Special Assignments" such as CRT, Detectives, Training Officer, Community Policing, and School Resource Officers will receive additional pay in combination for the additional duties of the assignment and also for not receiving holiday hours under Section 18 for when normally assigned as an officer on the 11.25 schedule. The pay rate is stated in Appendix A, BPA Salary Schedule. Note: Traffic Team assignment does not fall under this section.

I. Community Service Officers who function as Field Training Officers will receive additional five percent (5%) premium pay while performing FTO duties. The premium is applied to base pay.

J. Officers performing motorcycle patrol will receive additional five percent (5%) premium pay. The premium is applied to base pay.

K. Association members who are proficient in Spanish or American Sign Language (ASL) will receive an additional \$1.15 per hour premium pay. The Association and Police Department management will jointly establish criteria and testing to determine eligibility. The City may test proficiency yearly.

L. Officers assigned to the K-9 Program are responsible for the care and maintenance of the assigned canine, and will be compensated for care and maintenance of their canine for 30 minutes per calendar day, at the officer's regular rate of pay. The parties agree that commuting with the animal is not "hours of work" solely because the animal is in the vehicle.

This premium is intended to compensate the officer for the ordinary off-duty care and maintenance of the canine (estimated for equivalent of 30 minutes per day) and to and meet minimum wage requirements under law. The canine officer will not receive overtime wages for care and maintenance of the canine.

M. On Call Assignment: Employees assigned to on-call will receive an additional \$4.50 per hour for the hours assigned on-call. Employees assigned to on-call status must be

readily available to report to duty within 60 minutes. Readily available includes that the employee has not consumed intoxicants while on-call consistent with policy.

N. Deferred Compensation: The City will make available a deferred compensation plan for employee contribution. Deductions will be made from paychecks upon receipt of proper authorization. Employees are responsible for notifying the Payroll Office of changes in deductions.

Section Twenty-Eight. Grievance Procedure

A. A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement.

B. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following procedure:

STEP I: The employee shall discuss the grievance with his immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence thereof, or the employee's knowledge thereof. The supervisor shall respond to the grievance as quickly as possible, but no later than ten (10) days after the grievance is first discussed.

STEP II: If after ten (10) days from the date of receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee shall submit written notice to the supervisor with a copy to the Association including (1) a statement of the contract violated, (2) specific provision(s) of the contract violated, and (3) the remedy sought. The supervisor shall respond to the employee in writing within ten (10) days.

STEP III: If after ten (10) days from the date of receipt of the supervisor's reply, the grievance remains unadjusted, the grievance may be submitted within ten (10) days to the Police Chief. The Chief may meet with the employees' immediate supervisor and the aggrieved party, who may request an Association representative at the hearing. The Chief shall respond to the grievance in writing within ten (10) days.

STEP IV: If after ten (10) days from the date of receipt of the Chief's reply, the grievance remains unadjusted, the grievance may be submitted within ten (10) days to the City Manager of the City. The City Manager shall meet with the aggrieved party, Association representative and the Chief of Police, and shall respond to the grievance in writing within ten (10) days.

STEP V: Mediation: If the Association is not satisfied with the decision provided by the City Manager at Step IV, the Association will submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the

mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

STEP VI: If the grievance is not resolved with mediation, or for termination cases, not resolved within ten (10) days from submission of the grievance to the City Manager, the Association, shall have fifteen (15) days to serve notice to the City Manager, in writing, of its intent to arbitrate. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within five (5) days of service of the notice of the intent to arbitrate, he shall be chosen in the following manner:

1. A list of seven members Oregon or Washington arbitrators of the Oregon ERB State Conciliation Service shall be requested and the parties shall alternately strike one name from the list, until only one is left. The first strike shall be determined by lot. The remaining shall be the arbitrator. Parties will strike names within 10 days of receipt of the list from the ERB. Nothing prohibits the parties from selecting a mutually agreeable arbitrator.

2. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated; he shall have no authority to alter, modify, vacate or amend any terms of the Agreement, or to decide on any condition that is not specifically treated in this Agreement. The arbiter's decision shall be final and binding on both parties, subject to PECBA.

3. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first in a consolidated hearing, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

4. The costs of the arbitrators shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

C. Any time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Days are calendar days. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a granting of the grievance. However, if the parties cannot agree on a remedy, the remedy may be submitted to arbitration. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

Section Twenty-Nine.

Discipline and Discharge

- A. Disciplinary measures shall consist of only the following: written reprimand, unpaid suspension, disciplinary demotion, transfer from special assignment (Section 27H) or discharge. Discipline may be imposed only for just cause.

Counseling: Forms of evaluation and counseling are not considered discipline and may not be protested through the grievance process. Examples may include directives, letters of confirmation of verbal counseling or letters of expectation. These are less formal means of resolving issues related to daily operations or conflicts. Counseling may serve as notice to the employee for future disciplines. Counseling will be maintained in the supervisory file for review for yearly evaluations and are not placed in the personnel file. Counseling will be removed from the supervisory file after 1 year or the next yearly evaluation, the greater. Upon request, an employee may review and request copies of counseling documents in his/her supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in the supervisory file with the counseling document. Nothing in this Section shall be construed to prevent or prohibit the Police Chief or superior officer from discussing operational matters informally with employees.

- B. If the City has reason to reprimand an employee, it will attempt to do so in a manner that will not embarrass the employee before other employees or the public.

- C. All employees shall have the right to refuse a polygraph examination without adverse consequences.

- D. The Association shall have the right to grieve disciplinary matters, excluding discipline and discharge of probationary employees. See Section 36.

- E. In order to assure that employees have adequate forewarning or foreknowledge of the possible or probable disciplinary consequences of their conduct, employees will not be subject to discipline under amended or new policies until they have been afforded an opportunity to read the policies on duty and/or received appropriate training on the policies.

Section Thirty.

Medical, Dental and Life Insurance

- A. Medical. During the life of this Agreement, the City shall provide each employee with a family medical, hospital, major medical and vision insurance plan at the current benefit level which is a high deductible medical insurance plan (HDP) combined with a Health Reimbursement Arrangement/Voluntary Employee Beneficiary Association (HRA/VEBA).

1. The premiums for the medical, dental and vision coverage described in this article shall be paid as follows: City of Bend – 90%, Employee – 10%.

2. Employees are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which their employment terminates, except for cases involving disability or authorized leave. Age limitations for dependents shall coincide with the current insurance agreement.
3. The City will credit \$2000 for an individual and \$4000 for a family into each employee's HRA account annually on the first day of the first month of each insurance policy year. In the event of separation of employment prior to the end of the plan year, the amounts credited into the HRA are pro-rated monthly with the plan year. New employees during the plan year will be credited the amounts described above to the HRA subject to the terms of the HRA. "Family" means the employee plus one or more eligible dependents, as defined in the insurance plan.
4. For members becoming eligible for coverage under this plan after the first month of the policy year, for the remainder of that policy year the City will pay the deductible expenses incurred up to \$2000 for a single and \$4000 for a family. There will be no contribution to the VEBA Trust during this time.
5. All medical costs are based on medical expenses the insurance company covers as usual customary charges. The remaining out-of-pocket (OOP) limit of eligible medical expenses is \$16,000 for an employee with family and \$8,000 for a single employee. The OOP expenses will be shared as incurred between the insurance provider, the City, and the Association member as follows:
 - a. Insurance carrier - 75% up to \$12,000 for a family and \$6,000 for an individual.
 - b. City – 15.625% up to \$2,500 for a family and \$1,250 for an individual.
 - c. Employee – 9.375% up to \$1,500 for a family and \$750 for an individual.
6. The City will be using a third party administrator HRA plan and the "HRA VEBA Trust" (Spokane) plan. The plans will allow HRA/VEBA money to be used on any allowable medical expenses outlined in the IRS section 213 (d) or any other applicable IRS sections related to eligible medical expenses. The HRA plan provides a debit card(s) option for accessing the HRA, and FSA accounts.
7. The City agrees to provide a Flexible Spending Account (FSA) plan.
8. The parties acknowledge that the plan carrier may change to a calendar year cycle. In such event, the intent of this agreement as regarding to monetary payments will be applied equitably pro-rated.
9. The Association group premium rates will be determined based on all City Department employees' and dependent's experience, including retired employees, and other relevant insurance industry principles. The parties will meet annually no later than June 1 to review City plan experience and to consider premium rate and plan changes.

B. Dental. During the life of this Agreement, the City shall provide each employee with a family dental and orthodontic insurance plan at the current benefit level.

C. Life. During the life of this Agreement, the City shall provide, \$50,000 24- hour life insurance protection for each employee.

D. Retired Employees. From retirement until age 60 for emergency personnel (DPSST sworn law enforcement officers as under PERS for police officers) or 62 for non-emergency personnel, as applicable below, the member will be responsible for all costs associated with the retiree insurance plan. Under the High Deductible Health Plan, this includes the premium, deductible, and OOP costs. Retired members will be eligible to continue on the High Deductible Health Plan at either the family or single option.

Employee Hired after June 30, 2013 are eligible for the following:

The City will provide access to the City's health care insurance plan for retired employees hired after June 30, 2013. This coverage will be made available to the employee until the employee becomes Medicare eligible, to the spouse until the spouse becomes Medicare eligible and for a child until the child no longer meets eligibility requirements. The City shall not be responsible for any costs associated with the retiree health care insurance coverage including Medicare and supplement to Medicare insurance.

Employees Hired prior to July 1, 2013 are eligible for the following sections (1) through (6):

The City will provide access to a medical plan and payment of premiums for a retired employee providing:

1. The employee has worked for the City of Bend 15 years prior to retirement.
2. The employee retires after his/her 50th birthday for emergency personnel (DPSST sworn officers) and 55th birthday for non-emergency personnel.
3. A medical benefits plan is available under current Agreement with an insurance carrier and the employee and dependents (if applicable) qualify for such a plan.
4. The employee and dependents (if applicable) are continuously insured under group coverage prior to age 60 for emergency personnel and 62 for non-emergency personnel. Employees retiring prior to age 60 or 62, as applicable, shall be responsible for paying insurance premiums for themselves and their dependents (if applicable) until they qualify for City-paid benefits. Employees who allow a lapse in coverage will not be eligible for future City-sponsored insurance or payment of premiums.
5. Upon reaching age 60 or 62, as applicable, the City will pay the premium for the retiree for coverage under the City group retiree or PERS- sponsored insurance plan, if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement.

6. The City will pay the PERS-sponsored supplement to Medicare insurance premium for the retiree beginning at age 65 if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement.

Dependents may be included in City-sponsored insurance only as long as the retired employee is covered under the group or conversion plan, providing the dependents qualify under current policy agreements and the dependents have been continuously insured under a City-sponsored policy.

Regardless of the above, all retired employees and spouses are eligible for PERS insurance coverage at their own expense providing the employee is eligible for retirement benefits.

E. Employee Health Insurance Committee. The Association will appoint two members to represent the Association. The committee will look at ways of controlling costs, and offer alternative plans for Association members to participate if they chose.

F. In the event that current insurance programs are no longer available:

1. The parties agree to meet within 30 days to obtain insurance that, considered as a whole, is equivalent to the current benefit level. The parties waive midterm bargaining procedures provided by ORS 243.698.
2. If no agreement has been reached after 30 days of bargaining, either party may declare impasse and provide final offers and costing to the other party within 7 days of declaration. Thereafter, the parties will submit the issue to the ERB for interest arbitration, using the criteria of ORS 243.746.

Section Thirty-One. Liability Insurance

1. The City shall continue to cover employees during the duration of this Agreement with no less liability insurance than is currently in effect.
2. Legal Defense Plan: For Sworn employees and CSOs, the City will contribute towards the PORAC Legal Defense Plan that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the member arising out of the member's involvement in the scope of regular performance of his or her duty as duty as an employee for the City.
 - a. Effective the month following execution of this agreement, the City will contribute up to \$4.50 toward the premium for each sworn officer paid by reimbursement of invoice provided by the Union for the "PORAC" Plan. Invoices by the Union may be quarterly.

- b. The Association will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.
- c. The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and the member.

Section Thirty-Two. Retirement

A. The City agrees to continue to provide the current retirement plan for each employee, such being through the Public Employees Retirement System of the State of Oregon or Oregon Public Service Retirement Plan (OPSRP).

B. The City will pay the employee's contribution of six percent (6%) of gross earnings to the Individual Account Program (IAP) associated with the Public Employee's Retirement System or Oregon Public Service Retirement Plan (OPSRP).

Section Thirty-Three. Mileage/Expenses Allowance

A. An employee authorized and directed to utilize his own vehicle in the performance of his official City duties shall be compensated at the current IRS rate.

B. For authorized trips, room accommodations will be reimbursed on the basis of reasonable actual expense; a meal allowance for the number of meals required in an amount equal to the current IRS per diem rate will be provided.

C. During the course of the Recruit School presently conducted at Salem, Oregon, recruits will be compensated by the City under this Section for five (5) round trips to Bend from the school site. For each two (2) weeks that the academy is expanded past ten (10) weeks, there will be an additional round trip, which will be compensated by the City.

Section Thirty-Four. Clothing Uniforms and Equipment

A. If an employee is required to wear a uniform, such uniform shall be furnished to the employee by the City. The cost of the uniform shall be paid by the City.

B. The City will provide a clothing allowance for employees while assigned to plain-clothes duty in the amount of \$750 for each calendar year, pro-rated for employees assigned to plain-clothes duty for less than a full year. Uniformed employees shall receive a uniform maintenance allowance of \$30 per month, payable in advance, quarterly.

C. The City will provide a semi-automatic pistol and retired flat badge to each officer upon honorable retirement with at least ten (10) years of City of Bend Police Department service, the weapon will become the property of the officer.

Section Thirty-Five. Layoff

A. In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is laid off and who has advanced to his present classification from a lower classification in which he or she held a permanent appointment shall be offered a position in a lower classification in the same department.

B. Seniority in the lower classification shall be established according to the date of the employee's permanent appointment to that classification with ties broken as determined in Section 12(A).

C. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the Department. An employee on layoff status shall accept or decline an opening within ten (10) days of the notice of termination. Former employees are responsible to keep the City updated on address changes.

D. A layoff out of inverse order to seniority may be made, if in the City's reasonable judgment, retention of special job skills are required.

E. The City shall not be subject to the call back provision according to seniority after a twenty-four (24) month lapse has occurred since an employee was originally laid off.

Section Thirty-Six. Probation

A. The probationary period for sworn personnel and Community Service Officers shall be nine (9) months performing the duties of the position following the completion of the Field Training Evaluation Program (FTEP) and Academy; the probationary period shall be twelve months from the date of hire for all other employees. Prior to the completion of the initial probationary period, employees may be discharged at will and such discharge is not subject to grievance under this agreement or policy.

B. The probationary period for promotions shall be subject to the time lines set forth in A. above, except the probationary period for Officers who are hired as or promoted to Sergeant, Corporal, Crimes Analyst, and Community Liaison shall be twelve (12) months. Sworn peace officers who promote to higher classifications classification. All other Employees who do not successfully complete their probationary period, shall revert back to the employee's previous classification only if a vacancy exists in that classification. (Sworn peace officers does not include the position of CSO)

Section Thirty-Seven. Personnel File

A. No material in any form that can be construed to be derogatory shall be placed in the officer's personnel file unless the employee ~~he~~ has been allowed to read such material.

B. Any employee, upon request shall have access to his personnel file.

C. Written reprimands shall be considered stale from an employee's personnel file after the employee has completed three (3) years discipline-free service following receipt of the last formal reprimand. At the request of the employee, a stale reprimand can be removed from the personnel file. Formal disciplinary actions exceeding a written reprimand remain in the file.

Section Thirty-Eight. Police Proficiency Incentive Program

In order to maintain and improve officers' law enforcement skills, the parties adopt the following proficiency program for sworn police officers:

A. Sworn Police Officers are eligible for the following incentives:

Achievement Levels

Incentive	DPSST Certification		Education
9%	Intermediate		AA Degree or 1 College Course per year
14%	Advanced		AA Degree or 1 College Course per year

Annual Requirements (both required)

1. DPSST Certification: The officer must obtain or maintain Department of Public Safety Standards and Training (DPSST) intermediate or advanced certificate and,

2. Education:

a. One of the major goals of this program for each participating officer is to attain at least an Associate's Degree in Administration of Justice or an equivalent degree; therefore, all that do not possess such degree are required to complete at least one approved college course each year on their own time and own expense and attain a grade of "C" or better.

3. The incentive values for DPPST pay provided in this section are not cumulative. (ie: 9% or 14%)

B. Requirements for Participation in the Achievement Program (PIP)
Each Fiscal Year.

Participation in the achievement program in each fiscal year is contingent upon having fulfilled the previous fiscal year's annual requirements by July 1.

New employees completing the probationary period described in Section Thirty-Six shall be eligible for the proficiency incentive program. Appropriate incentive compensation shall commence with the next pay period following the completion of the probationary period. Lateral probationary officers with DPSST certification are eligible upon employment.

C. Requirements for Continuation in the Achievement Program
During each Fiscal Year.

Continuation of payments under the terms of this program during each fiscal year shall be subject to maintenance of a satisfactory yearly performance evaluation. The City will give reasonable notice of poor performance and, if applicable, will give opportunity to improve before disqualification from PPIP.

D. Officers Attaining DPSST Certification During the Fiscal Year

In the event that an officer complies with all requirements, appropriate incentive compensation shall commence with the next pay period after certification is received from DPSST; however, payment shall be retroactive to the date the officer submits a completed application for DPSST certification.

Section Thirty-Nine. Educational Expenses.

Decisions concerning attendance at conferences, conventions or other meetings at City expense will be made by the Chief or designee. Permission for such shall be granted on the basis of an employee's participation in the meeting or the direct relation of his/her work to the subject matter of a meeting.

The employee's reasonable actual lodging and travel expenses shall be paid by the City for an employee required to attend a conference or business meeting when said conference or business meeting is held at locations other than the employee's regular job location. Meal

expense shall be in accordance with the IRS per diem rates unless special arrangements are made to reimburse reasonable actual costs.

The City shall pay a tuition and instructional material costs for any employee required by the City to attend a regular course of instruction.

An employee who voluntarily attends a course of instruction that is directly related to his/her duties may receive tuition and instructional material costs reimbursement from the City upon successful completion of the course and if prior authorization for reimbursement has been obtained. The cost per credit hour may not exceed the rate currently established for Oregon State University Undergraduate program. Total payment for books and other required supplies may not exceed \$100.00 per class.

For the purpose of encouraging employees to pursue an education related to their employment, the City may afford employees time off during regular working hours to attend courses approved in advance by the Chief or designee.

This section shall not apply to the first class taken each fiscal year by police officers receiving education incentive pay under Section 38.

Officers participating in the PIP shall bear the cost of the first class taken each fiscal year.

Section Forty. Reserved

Section Forty-One. Savings Clause.

If any Section of this Agreement or any addition thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Section should be restricted by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into negotiations, consistent with ORS 243.698, for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section Forty-Two. Termination and Duration.

This agreement shall be effective as of the first day upon execution, and shall remain in full force and effect until the 30th day of June 2019. Negotiations for a successor agreement will begin by February of the expiring year. This agreement shall remain in full force and effect until a new contract is executed.

DATE: _____

DATE: _____

CITY OF BEND

THE BEND POLICE ASSOCIATION

BEND POLICE ASSOCIATION
Salary Schedule - Effective July 1, 2016

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICER	4,859	5,102	5,358	5,625	5,907
<i>11.25 Hr Shift or Traffic Team)</i>	28.0355	29.4373	30.9091	32.4546	34.0773
CORPORAL	5,103	5,358	5,626	5,907	6,202
<i>(11.25 Hour Shift)</i>	29.4379	30.9098	32.4553	34.0780	35.7820
SERGEANT - ADMIN	6,313	6,628	6,960	7,308	7,673
<i>(40 Hour)</i>	36.4191	38.2401	40.1521	42.1597	44.2676
SERGEANT	5,659	5,942	6,239	6,551	6,878
<i>(11.25 Hour Shift)</i>	32.6478	34.2802	35.9942	37.7939	39.6836
RECORDS SPECIALIST*	3,632	3,814	4,005	4,205	4,415
<i>(40 Hour)</i>	20.9550	22.0028	23.1029	24.2580	25.4709
POLICE RECORDS LEAD*	4,061	4,264	4,477	4,701	4,936
<i>(40 Hour)</i>	23.4274	24.5988	25.8287	27.1201	28.4762
ADMINISTRATIVE SPECIALIST*	3,632	3,814	4,005	4,205	4,415
<i>(40 Hour)</i>	20.9550	22.0028	23.1029	24.2580	25.4709
COMMUNITY SERVICE*	4,061	4,264	4,477	4,701	4,936
OFFICER <i>(40 Hour)</i>	23.4274	24.5988	25.8287	27.1201	28.4762
PROPERTY & EVIDENCE CONTRL	4,061	4,264	4,477	4,701	4,936
SPECIALIST* <i>(40 Hour)</i>	23.4274	24.5988	25.8287	27.1201	28.4762
LEAD PROPERTY & EVIDENCE	4,264	4,477	4,701	4,936	5,183
CONTROL SPECIALIST* <i>(40 Hour)</i>	24.5988	25.8287	27.1201	28.4762	29.9000
POLICE COMMUNITY LIAISON*	4,580	4,809	5,050	5,302	5,567
<i>(40 Hour)</i>	26.4244	27.7456	29.1329	30.5895	32.1190
CRIMES ANALYST*	5,121	5,377	5,646	5,928	6,224
<i>(40 Hour)</i>	29.5429	31.0200	32.5710	34.1996	35.9096
PUBLIC SAFETY SYSTEMS	5,830	6,122	6,428	6,749	7,086
ADMINISTRATOR* <i>(40 HR)</i>	33.6350	35.3168	37.0826	38.9367	40.8836
PUBLIC SAFETY SYSTEMS	4,580	4,809	5,050	5,302	5,567
TECHNOLOGY SPECIALIST* <i>(40 HR)</i>	26.4244	27.7456	29.1329	30.5895	32.1190

Detective Assignment and Officer Special Assignment:

Consistent with Section 27.H, Officers assigned Detective or Special Assignment receive the following monthly wage. Detective and Special Assignment are not separate classifications and the hourly rate is calculated from the yearly salary using 2080 hours per year.

DETECTIVE / OFFICER SPECIAL	5,489	5,763	6,051	6,354	6,672
ASSIGNMENT <i>(40 Hour)</i>	31.6659	33.2492	34.9117	36.6572	38.4901

*Positions not subject to incentive pay

For all positions, the base hourly rate is calculated from the yearly salary using 2080 hours per year.

BEND POLICE ASSOCIATION
Salary Schedule - Effective October 1, 2016

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICER <i>11.25 Hr Shift or Traffic Team)</i>	4,908 28.3159	5,153 29.7317	5,411 31.2183	5,682 32.7792	5,966 34.4182
CORPORAL <i>(11.25 Hour Shift)</i>	5,154 29.7323	5,411 31.2189	5,682 32.7799	5,966 34.4189	6,264 36.1398
SERGEANT - ADMIN <i>(40 Hour)</i>	6,313 36.4191	6,628 38.2401	6,960 40.1521	7,308 42.1597	7,673 44.2676
SERGEANT <i>(11.25 Hour Shift)</i>	5,716 32.9743	6,001 34.6230	6,301 36.3542	6,616 38.1719	6,947 40.0805
RECORDS SPECIALIST* <i>(40 Hour)</i>	3,632 20.9550	3,814 22.0028	4,005 23.1029	4,205 24.2580	4,415 25.4709
POLICE RECORDS LEAD* <i>(40 Hour)</i>	4,061 23.4274	4,264 24.5988	4,477 25.8287	4,701 27.1201	4,936 28.4762
ADMINISTRATIVE SPECIALIST* <i>(40 Hour)</i>	3,632 20.9550	3,814 22.0028	4,005 23.1029	4,205 24.2580	4,415 25.4709
COMMUNITY SERVICE* <i>OFFICER (40 Hour)</i>	4,061 23.4274	4,264 24.5988	4,477 25.8287	4,701 27.1201	4,936 28.4762
PROPERTY & EVIDENCE CONTRL SPECIALIST* <i>(40 Hour)</i>	4,061 23.4274	4,264 24.5988	4,477 25.8287	4,701 27.1201	4,936 28.4762
LEAD PROPERTY & EVIDENCE CONTROL SPECIALIST* <i>(40 Hour)</i>	4,264 24.5988	4,477 25.8287	4,701 27.1201	4,936 28.4762	5,183 29.9000
POLICE COMMUNITY LIAISON* <i>(40 Hour)</i>	4,580 26.4244	4,809 27.7456	5,050 29.1329	5,302 30.5895	5,567 32.1190
CRIMES ANALYST* <i>(40 Hour)</i>	5,121 29.5429	5,377 31.0200	5,646 32.5710	5,928 34.1996	6,224 35.9096
PUBLIC SAFETY SYSTEMS ADMINISTRATOR* <i>(40 HR)</i>	5,830 33.6350	6,122 35.3168	6,428 37.0826	6,749 38.9367	7,086 40.8836
PUBLIC SAFETY SYSTEMS TECHNOLOGY SPECIALIST* <i>(40 HR)</i>	4,580 26.4244	4,809 27.7456	5,050 29.1329	5,302 30.5895	5,567 32.1190

Detective Assignment and Officer Special Assignment:

Consistent with Section 27.H, Officers assigned Detective or Special Assignment receive the following monthly wage. Detective and Special Assignment are not separate classifications and the hourly rate is calculated from the yearly salary using 2080 hours per year.

DETECTIVE / OFFICER SPECIAL ASSIGNMENT <i>(40 Hour)</i>	5,489 31.6659	5,763 33.2492	6,051 34.9117	6,354 36.6572	6,672 38.4901
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*Positions not subject to incentive pay

For all positions, the base hourly rate is calculated from the yearly salary using 2080 hours per year.

BEND POLICE ASSOCIATION
Salary Schedule - Effective July 1, 2017

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICER	5,081	5,335	5,602	5,882	6,176
<i>11.25 Hr Shift or Traffic Team)</i>	29.3140	30.7797	32.3187	33.9346	35.6314
CORPORAL	5,335	5,602	5,882	6,176	6,485
<i>(11.25 Hour Shift)</i>	30.7804	32.3194	33.9354	35.6322	37.4138
SERGEANT - ADMIN	6,470	6,794	7,134	7,490	7,865
<i>(40 Hour)</i>	37.3296	39.1961	41.1559	43.2137	45.3743
SERGEANT	5,917	6,213	6,524	6,850	7,192
<i>(11.25 Hour Shift)</i>	34.1367	35.8435	37.6357	39.5175	41.4934
RECORDS SPECIALIST*	3,723	3,909	4,105	4,310	4,525
<i>(40 Hour)</i>	21.4789	22.5528	23.6805	24.8645	26.1077
POLICE RECORDS LEAD*	4,162	4,370	4,589	4,818	5,059
<i>(40 Hour)</i>	24.0131	25.2138	26.4744	27.7982	29.1881
ADMINISTRATIVE SPECIALIST*	3,723	3,909	4,105	4,310	4,525
<i>(40 Hour)</i>	21.4789	22.5528	23.6805	24.8645	26.1077
COMMUNITY SERVICE*	4,162	4,370	4,589	4,818	5,059
OFFICER <i>(40 Hour)</i>	24.0131	25.2138	26.4744	27.7982	29.1881
PROPERTY & EVIDENCE CONTRL	4,162	4,370	4,589	4,818	5,059
SPECIALIST* <i>(40 Hour)</i>	24.0131	25.2138	26.4745	27.7982	29.1881
LEAD PROPERTY & EVIDENCE	4,370	4,589	4,818	5,059	5,312
CONTROL SPECIALIST* <i>(40 Hour)</i>	25.2138	26.4745	27.7982	29.1881	30.6475
POLICE COMMUNITY LIAISON*	4,695	4,929	5,176	5,435	5,706
<i>(40 Hour)</i>	27.0850	28.4393	29.8612	31.3543	32.9220
CRIMES ANALYST*	5,249	5,511	5,787	6,076	6,380
<i>(40 Hour)</i>	30.2815	31.7956	33.3854	35.0546	36.8074
PUBLIC SAFETY SYSTEMS	5,976	6,275	6,588	6,918	7,264
ADMINISTRATOR* <i>(40 HR)</i>	34.4759	36.1997	38.0097	39.9102	41.9057
PUBLIC SAFETY SYSTEMS	4,695	4,929	5,176	5,435	5,706
TECHNOLOGY SPECIALIST* <i>(40 HR)</i>	27.0850	28.4393	29.8612	31.3543	32.9220

Detective Assignment and Officer Special Assignment:

Consistent with Section 27.H, Officers assigned Detective or Special Assignment receive the following monthly wage. Detective and Special Assignment are not separate classifications and the hourly rate is calculated from the yearly salary using 2080 hours per year.

DETECTIVE / OFFICER SPECIAL	5,626	5,907	6,203	6,513	6,838
ASSIGNMENT <i>(40 Hour)</i>	32.4575	34.0804	35.7844	37.5736	39.4523

*Positions not subject to incentive pay

For all positions, the base hourly rate is calculated from the yearly salary using 2080 hours per year.

BEND POLICE ASSOCIATION
Salary Schedule - Effective July 1, 2018

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICER <i>11.25 Hr Shift or Traffic Team)</i>	5,273 30.4213	5,537 31.9424	5,814 33.5395	6,104 35.2165	6409 36.9773
CORPORAL <i>(11.25 Hour Shift)</i>	5,537 31.9431	5,814 33.5403	6,104 35.2173	6,410 36.9781	6,730 38.8270
SERGEANT - ADMIN <i>(40 Hour)</i>	6,648 38.3562	6,981 40.2740	7,330 42.2877	7,696 44.4021	8,081 46.6222
SERGEANT <i>(11.25 Hour Shift)</i>	6,141 35.4262	6,448 37.1975	6,770 39.0574	7,108 41.0103	7,464 43.0608
RECORDS SPECIALIST* <i>(40 Hour)</i>	3,825 22.0696	4,017 23.1731	4,218 24.3317	4,428 25.5483	4,650 26.8257
POLICE RECORDS LEAD* <i>(40 Hour)</i>	4,277 24.6735	4,491 25.9072	4,715 27.2025	4,951 28.5627	5,198 29.9908
ADMINISTRATIVE SPECIALIST* <i>(40 Hour)</i>	3,825 22.0696	4,017 23.1731	4,218 24.3317	4,428 25.5483	4,650 26.8257
COMMUNITY SERVICE* OFFICER <i>(40 Hour)</i>	4,277 24.6735	4,491 25.9072	4,715 27.2025	4,951 28.5627	5,198 29.9908
PROPERTY & EVIDENCE CONTRL SPECIALIST* <i>(40 Hour)</i>	4,277 24.6735	4,491 25.9072	4,715 27.2025	4,951 28.5627	5,198 29.9908
LEAD PROPERTY & EVIDENCE CONTROL SPECIALIST* <i>(40 Hour)</i>	4,491 25.9072	4,715 27.2026	4,951 28.5627	5,198 29.9908	5,458 31.4904
POLICE COMMUNITY LIAISON* <i>(40 Hour)</i>	4,824 27.8298	5,065 29.2213	5,318 30.6824	5,584 32.2165	5,863 33.8273
CRIMES ANALYST* <i>(40 Hour)</i>	5,393 31.1142	5,663 32.6699	5,946 34.3034	6,243 36.0186	6,555 37.8195
PUBLIC SAFETY SYSTEMS ADMINISTRATOR* <i>(40 HR)</i>	6,140 35.4240	6,447 37.1952	6,770 39.0550	7,108 41.0077	7,463 43.0581
PUBLIC SAFETY SYSTEMS TECHNOLOGY SPECIALIST* <i>(40 HR)</i>	4,824 27.8298	5,065 29.2213	5,318 30.6824	5,584 32.2165	5,863 33.8273

Detective Assignment and Officer Special Assignment:

Consistent with Section 27.H, Officers assigned Detective or Special Assignment receive the following monthly wage. Detective and Special Assignment are not separate classifications and the hourly rate is calculated from the yearly salary using 2080 hours per year.

DETECTIVE / OFFICER SPECIAL ASSIGNMENT <i>(40 Hour)</i>	5,781 33.3501	6,070 35.0176	6,373 36.7685	6,692 38.6069	7,026 40.5373
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*Positions not subject to incentive pay

For all positions, the base hourly rate is calculated from the yearly salary using 2080 hours per year.

**Memorandum of Understanding
Between The
Bend Police Association
And the
City of Bend**

Community Enhancement Program

This Memorandum of Understanding is entered into by and between the Bend Police Association and the City of Bend to coincide with the execution of the new 2016 collective bargaining agreement.

Whereas, the parties seek to memorialize the introduction of a new program to enhance community policing. This agreement is intended as a trial period to evaluate the effectiveness of the program.

The parties agree as follows:

1. Community Enhancement Program "CEP" preamble:

The Department is a strong proponent of community law enforcement and local engagement with members of the public. The City also recognizes the value of experienced Officers involvement with the community and public. The Police Department seeks to develop yearly goals and objectives to meet law enforcement and community needs.

This program is designed to promote and embody our department mission "To Protect and Serve" involving methods of utilizing community policing to the utmost possible, furthermore to do so while embracing and exemplifying our department vision and values of teamwork, integrity and excellence.

The Department, along with input from the Association, is developing a program called the Community Enhancement Program (CEP) in efforts to focus on Communication, Education and Public Participation between law enforcement and the public.

The intent of this agreement is to start with an initial trial phase with some beginning introductory goals and objectives for particular Department groups. Thereafter, the second phase will integrate additional goals and objectives based on operational need and may integrate different Department groups.

The initial trial phase (Phase I) will be from January 1, 2017 to June 30, 2017. The second phase (Phase II) will be from July 2017 to June 30, 2018. These are the periods that teams may meet the goals and criteria of the plan in order to qualify for the enhancement payment. The Department will evaluate the initial trial phase, and with input from the Association, evaluate and establish goals for the second phase.

2. Eligibility: The Department will evaluate each team's performance for the phase period. Employees must be currently employed and off probation when approved for the enhancement, and otherwise there is no compensatory value upon separation of employment prior to approval.

3. Introductory Teams and Goals for Phase I.

Initial Teams:

Patrol, CRT, Traffic, CSO's, Problem Orientated Policing (POP), Detectives and Narcotics, Records, I.T, Training, Evidence, Administrative Support.

Introductory Goals:

- a. Increased contact with public at large including community groups.
- b. Increased contact with youth and schools.
- c. Improved downtown livability and public experience.
- d. Improve communication with general public and business.

4. Incentive: After Phase I, each team will be evaluated for meeting the introductory goals. Upon approval by the City, each employee in the team will receive a lump sum payment of 1.5% of all compensation earned during the time period of the respective Phase. The City will make best efforts to make the payment by October after the phase period ends. Payment is subject to applicable withholdings.

After Phase II, each team will be evaluated for meeting the introductory goals. Upon approval by the City, each employee in the team will receive a lump sum payment of 2.0% of all compensation earned during the time period of the respective Phase. The City will make best efforts to make the payment by October after the phase period ends. Payment is subject to applicable withholdings.

5. Limitations: The work performed to meet these goals will be performed during normally scheduled work hours (*subject to flextime with supervisory approval*) and will not incur overtime. Employees are responsible to maintain work performance expectations for normal duties and may be directed to perform normal work duties prior to activities related to this program.

6. Denial of program incentive: In the event an employee contests denial of the enhancement value, the employee may provide rebuttal to a panel consisting of two Department representatives, two Association Executive Board members, and one additional panel member consisting of a management level employee from City Hall as decided by the Department. The Department will consider recommendations from the Association for the fifth panel member. The decision of the panel will be final and binding and is not subject to further grievance procedure. The panel is not intended to be conducted as an arbitration proceeding.

7. Duration of Agreement: This agreement is for a trial period and ends with the second evaluation period in 2018 and subsequent evaluation period. During the month of October

2018, either party may reopen this MOU for bargaining limited to the terms of this agreement. The reopener is not for any other terms of the collective bargaining agreement and is a reopener under ORS 243.712.

8. This agreement is subject to ratification by the respective parties in conjunction with ratification of the 2016 collective bargaining agreement.

Police Chief Porter
City of Bend
(for the purposes of tentative agreement)

Leo Lotito, President
Bend Police Association
(for the purposes
of tentative agreement)

